

189721  
PO Box 7682  
Florence SC 29502  
Ph/Fax: 843 841 1606

Oct. 18, 2007

The Hon. Gwen T. Hyatt  
Clerk of Court, Dillon County  
P.O. Drawer 1220  
Dillon SC 29536

Dear Ms. Hyatt:

Subject: Recordation of Request to Make Deposit in Court Pursuant  
to Rule 67 SCRCP

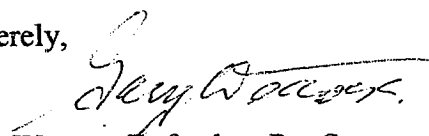
Ref: Case No. 2004 CP-17-00232

Enclosed please find the subject Request for recordation, together with a letter addressed to The Hon. Judge James E. Lockemy, whom I believe has jurisdiction at this time.

Please mail me return a time stamped copy in the enclosed return stamped and addressed envelope.

Best Regards.

Sincerely,



Gary Weaver, Defendant Pro Se

Encl: Request for Deposit in Court  
Letter to The Hon. Judge James E. Lockemy

P.O Box 7682  
Florence, S.C.  
29502

October 18, 2007

The Hon. James E. Lockemy  
Judge, Court of Pleas  
Dillon County  
P.O. Box 750  
Dillon S.C. 29536

Dear Judge Lockemy:

Subject: Rule 67 SCRCF Deposit in Court.

Ref: Docket No. 2004-CP-17-00232  
Progress Energy vs. Weaver

Pursuant to **Rule 67, S.C.R.C.P.** enclosed for filing and your approval, please find my **Request for Leave to Make Deposit in Court**, of the 2<sup>nd</sup> payment due under the settlement agreement that has been reached in this case.

On September 18, 2007 a settlement agreement was executed with the Plaintiff which has since seen fit not to comply with its terms. See **Exhibit A**, Mutual Release document hereto. Those issues will be addressed subsequently if the Plaintiff persists in non compliance.

Several regulatory issues are now pending before the S.C. Public Service Commission and quite possibly it may be necessary to directly involve the Office of Regulatory Staff as well, to exhaust administrative relief and for mitigation purposes.

These regulatory administrative issues are unrelated to the case of a consumer loan collection action still pending before this Court, because of the Plaintiff's non-compliance with the Mutual Release. Please note that as of this date, the Plaintiff still has not provided me with a Stipulation to Dismiss in this Court (Para. 1 & 2 of the Release), or for the Commission (Para. 3 & 4 of the Release.).

The issues contained in Para. 5 of the Release relate to changing the provider from Plaintiff to another provider. That was in exchange for defendant Beatrice Weaver's release of the 2004 Complaints she filed with the Commission against Plaintiff on matters related to an adjacent property at 1249 Harllees Bridge Road, Dillon. Those regulatory

complaints are not related in any way to the case before your Court involving my alleged debt for consumer services for the period 1994 to 2001.

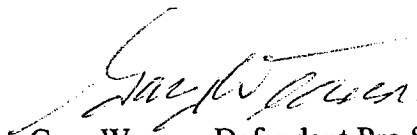
To elaborate further, to retaliate for the 2004 complaints she filed with the Commission, Mrs. Weaver was incorrectly included in this case by the Plaintiff under the rubric of the "doctrine of necessities" which is actually quite inappropriate under the facts and circumstances of this case. Please refer to the attached copy of Mrs. Weaver's letter dated Oct. 15, 2007 addressed to the Commission. It provides further background to this case and the regulatory situation that Plaintiff has "married" together.

Meanwhile, one month after execution of the Release, and payments of some \$2, 592 in this case, Mrs. Weaver still does not have electricity connected to her residence as agreed with Plaintiff. Accordingly it may be expected that this case may end up back in your Court for adjudication.

Because of the unsettled nature of the settlement agreement, and the Plaintiff's refusal to connect electric power, it is appropriate to deposit the 2<sup>nd</sup> payment of \$1,000 with the court for protection of all concerned until the issues are resolved in one way or the other.

Accordingly, I respectfully request your approval of this request. May I request a receipt from the Clerk of Court?

Respectfully submitted.

  
Gary Weaver. Defendant Pro Se

Attachments: Cashier's check dated Oct. 18, 2007 for \$1,000 payable to Clerk of Court  
Copy of letter to Public Service Commission dated Oct. 15, 2007.  
Copy of Mutual Release dated Sept. 18, 2007

Cc: Daniel H. Shine, Esq.  
Mark w. Buyck, Jr, Esq.  
Mr. Charles L.A. Terreni  
Chief Clerk/Administrator  
S.C. Public Service Commission

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTH JUDICIAL CIRCUIT
COUNTY OF DILLON	)	CASE NUMBER 2004-CP-17-232
Progress Energy Carolinas, Inc.,	)	REQUEST FOR LEAVE TO MAKE
	)	DEPOSIT IN COURT; AFFIDAVIT OF
Plaintiff,	)	GARY WEAVER; NOTICE OF REQUEST
	)	CERTIFICATE OF SERVICE;
vs.	)	EXHIBITS A-C
	)	
Gary Weaver and Beatrice Weaver,	)	
	)	
Defendants.	)	JURY TRIAL REQUESTED
	)	
_____	)	

**REQUEST FOR LEAVE TO MAKE DEPOSIT IN COURT**

Pursuant to S.C. Code Ann. Sections 15-59-10, and S.C. R.C.P. Rule 67, Defendant Pro Se Gary Weaver ("Defendant") hereby seeks leave of the Court to make a good faith deposit of the sum of one thousand dollars (\$1,000.00) with the Court towards the settlement of the case as provided for in the said rule, and paragraph 1 of that certain Mutual Release settlement document ("Release") executed by the parties hereto on September 18, 2007, a copy of which is attached hereto as **Exhibit A** and by reference incorporated herein..

Said sum is attached hereto by way of First Bank cashier's check # *788 947* dated October 18, 2007 paid to the Clerk of Court, Dillon County Court of Pleas. Upon approval of the Court, Defendant respectfully requests that the Clerk of Court duly issue Defendant a receipt for same.

The Court was previously notified on the case record that as a show of good faith, Defendant opened a private trust account for the stated purpose of a settlement. On or about September 5, 2007 Defendant in fact purchased a cashier's check for deposit with the Court, together with a Summary Status of the Case, in anticipation of a Status Conference for the trial in this case set for October 2, 2007, pursuant to **Rule 16 (e) SCRCP**. These were not filed. See **Exhibit B** hereto.

Plaintiff's attorney set an oral deposition of Defendant Beatrice Weaver for September, 18, 2007 preparatory to the trial set for October 2, 2007. Given her medical disabilities and pending major surgery then scheduled for September 20, 2007 Plaintiff wanted the deposition on the record in the event Mrs. Weaver could not be present for the trial. This Defendant also had some issues to be recorded in the deposition for the trial.

The deposition meeting held on September 18, 2007 resulted in a settlement agreement entitled "Mutual Release" (**Exhibit A**). Paragraph 1 of said Release provides for three payments. The first payment due of \$1,000.00 was duly made on September 19, 2007 by deposit with the law firm of Daniel H. Shine, Esq. by way of cashier's check substituted for check #788872 dated September 5, 2007, as agreed. A copy of said check is attached hereto as **Exhibit C**. It was in fact exchanged for the replacement September 19th check made out to the Clerk of Court as noted above.

The Court is respectfully requested to note that one month after the 1<sup>st</sup> settlement payment was duly made as agreed, Plaintiff has still not connected electric power to Defendant Beatrice Weaver's residence as agreed. The second payment pursuant to Paragraph 1 of the Release is due on or before October 18, 2007. The third payment is due on or before November 17, 2007, and there seems to be no assurance that the Plaintiff will comply with the terms of paragraphs 1 and 2 of the Release by that date either.

Because Plaintiff is in violation and non-compliance of the Release as to paragraphs 1 and 2, and because Defendant wants to ensure compliance with the terms of the release and protect any and all legal rights accruing as a result of Plaintiff's non compliance with the Release, it is appropriate to seek permission of the Court to deposit said second payment with the Clerk of Court pending resolution of the issues outstanding.

Inter alia, this involves mitigation and administrative relief procedures of one or two State regulatory agencies which may take some time to process. Meanwhile, some \$2,592 has been paid pursuant to the Release agreement and there is still no electricity connected to the residence of Defendant Beatrice Weaver as agreed with Plaintiff.

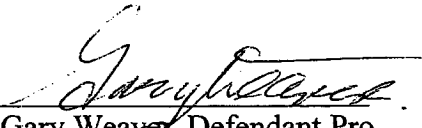
Said deposit should remain on deposit with the Court until such time as the settlement issues between the parties are resolved.

It is now timely in good faith, to make the second settlement payment deposit of \$1,000.00 with the Court towards the settlement agreement in order to protect Defendant's interests herein.

Pursuant to **S.C.R.C.P. Rule 67**, the attached Notice informs every other party of this action.

Dated: Dillon, S.C. October 18, 2007

Respectfully submitted.

  
Gary Weaver, Defendant Pro

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DILLON )

IN THE COURT OF COMMON PLEAS  
FOURTH JUDICIAL CIRCUIT  
CASE NUMBER 2004-CP-17-232

Progress Energy Carolinas, Inc., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Gary Weaver and Beatrice Weaver. )  
 )  
Defendants. )  
\_\_\_\_\_ )

AFFIDAVIT OF GARY WEAVER;  
EXHIBITS "A"- "C "

AFFIDAVIT OF GARY WEAVER

County of Dillon )  
 )  
State of South Carolina )  
\_\_\_\_\_ )

SS.

GARY WEAVER, being first duly sworn upon his oath, hereinafter "Affiant",  
deposes and says as follows:

1. Affiant is a Defendant Pro Se in the above entitled case and files this affidavit in support of the document to which it is attached, and specifically pursuant to the requirements of **Rule 67 SCRPC** relating to deposits in court.
2. Pursuant to the procedural requirements of said Rule, Affiant hereby attests under oath to the need to make deposits in court of settlement payments due Plaintiff in this case pursuant to paragraphs 1 and 2 of the Release (Exhibit A hereto.). Plaintiff is in violation of the terms of said paragraphs 1 and 2, and issues remaining outstanding as to compliance with the terms of the Release are yet to be settled. The request to make deposits in court of the required settlement payments protects the respective interests of both parties.
3. Affiant makes this affidavit from personal knowledge and belief of the facts of the case, and not for any improper purpose or to cause unnecessary delay in proceedings, or

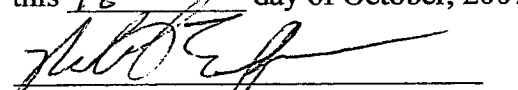
needless increase in the costs of this case. Affiant is competent to make this deposition. Affiant alleges and avers that the facts are well grounded as stated in the document to which this affidavit is attached, the files and records of the case, and the exhibits attached hereto are true and correct copies of the original documents and by reference are made part hereof.

Further, Affiant sayeth naught.

  
Gary Weaver, Affiant

Subscribed and sworn before me

this 18<sup>th</sup> day of October, 2007.

  
Notary Public, State of South Carolina

My Commission expires: 2/5/2013



Progress Energy Carolinas, Inc.,	)	NOTICE OF REQUEST FOR LEAVE
	)	TO MAKE DEPOSITS IN COURT
	)	PURSUANT TO RULE 67, S.C.R.C.P.;
Plaintiff,	)	AFFIDAVIT OF GARY WEAVER;
	)	EXHIBITS A-C
vs.	)	
	)	
Gary Weaver and Beatrice Weaver,	)	
	)	
Defendants.	)	
_____	)	

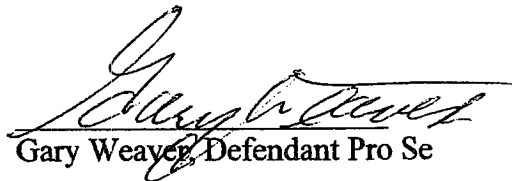
**NOTICE OF REQUEST FOR LEAVE TO MAKE DEPOSITS IN COURT**

TO: Mark W. Buyck, Jr., Esq.  
 Attorney at Law  
 P.O. Box 1909  
 Florence S.C.  
 Counsel for Plaintiff

Daniel H. Shine, Esq.  
 201 West Hampton St  
 Dillon S.C. 29536  
 Counsel for Defendant  
 Beatrice Weaver

NOTICE IS HEREBY GIVEN that the above-identified Defendant Pro Se Gary Weaver's **Request for Leave to Make Deposit in Court**, have been duly filed and may come on for Hearing before the Honorable \_\_\_\_\_ Presiding Judge of the above-entitled Court, in his/her courtroom, in the Court of Common Pleas, Fourth Judicial Circuit located at the Dillon County Court House, 401 Main St, Dillon S.C. 29536, at \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, 2007 or as soon thereafter as counsel can be heard.

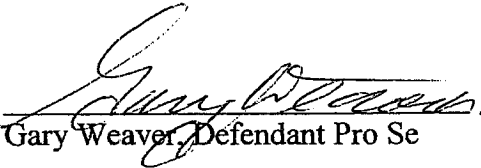
DATED: Florence County, S.C., October 17, 2007

  
 Gary Weaver, Defendant Pro Se

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that pursuant SCRCP Rule 67, a copy of the foregoing Defendant Pro Se Gary Weaver's **Request for Leave to Make Deposit in Court** has or will be served upon the above identified counsel at their respective addresses by means of United State regular mail or by hand delivery on or before October 20, 2007 and/or hand delivery.

DATED: Florence County, S.C., October 17, 2007

  
\_\_\_\_\_  
Gary Weaver, Defendant Pro Se

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF DILLON ) CASE NO.: 04-CP-17-232

PROGRESS ENERGY CAROLINAS, )  
INC., )

PLAINTIFF, )

VS. )

MUTUAL RELEASE

GARY WEAVER AND BEATRICE )  
WEAVER, )

DEFENDANTS. )

.....  
The case of Progress Energy Carolinas, Inc., v. Beatrice Weaver and Gary Weaver CA #

2004-CP-17-232 will be dismissed on the following terms and conditions:

- (1) Payment from Beatrice Weaver and/or Gary Weaver to Progress Energy Carolinas, Inc in the amount of \$3,110.44 as follows:

September 18, 2007 - \$1,000.00 (upon the execution of this release)

October 18, 2007 - \$1,000.00

November 18, 2007 - \$1,110.44

- (2) Progress Energy Carolinas, Inc will reinstitute electrical service to 1253 Harlees Bridge Road, Dillon, SC 29536 in the name of Beatrice Wallenstein Living Trust upon payment of the first \$1,000.00 referenced above and upon payment of the normal and customary security deposit.

- (3) Beatrice Weaver, Gary Weaver and Progress Energy Carolinas will dismiss any complaint and any response thereto relating to any matter currently pending before

EXHIBIT A-1

- (4) The parties will mutually release each other as to any matter, action, potential action or any matter whatsoever which may exist between the parties as of September 17, 2007.
- (5) Progress Energy Carolinas, Inc will consent to a request by Beatrice Weaver, Gary Weaver or the Beatrice Wallenstein Living Trust for a change of service provider to the premises owned by the said Trust or by Mrs. Weaver or by Mr. Weaver, and they acknowledge that the ultimate decision regarding the change of service will be subject to negotiations between the Progress Energy Carolinas, Inc. and the substitute service provider. There is no guarantee that Progress Energy will ultimately approve the change of service if such change of service involves any potential loss of current or future customers of Progress Energy Carolinas, Inc., other than the parties hereto.

  
Beatrice Weaver

  
Gary Weaver

We Consent:

  
Daniel H. Shine

Attorney for Beatrice Weaver

  
Mark W. Buyck, III

Attorney for Progress Energy Carolinas, Inc.

EXHIBIT A-2.

STATE OF SOUTH CAROLINA )  
COUNTY OF DILLON )

IN THE COURT OF COMMON PLEAS  
FOURTH JUDICIAL CIRCUIT  
CASE NUMBER 2004-CP-17-232

Progress Energy Carolinas, Inc., )  
Plaintiff, )  
vs. )  
Gary Weaver and Beatrice Weaver, )  
Defendants. )

REQUEST FOR LEAVE TO MAKE  
DEPOSIT IN COURT; SUMMARY  
STATUS OF CASE; AFFIDAVIT  
OF GARY WEAVER; NOTICE OF  
REQUEST; CERTIFICATE OF  
SERVICE; EXHIBITS A-D

JURY TRIAL REQUESTED

**REQUEST FOR LEAVE TO MAKE DEPOSIT IN COURT**

Pursuant to S.C. Code Ann. Sections 15-59-10, and S.C. R.C.P. Rule 67, Defendant Pro Se Gary Weaver ("Defendant") hereby seeks leave of the Court to make a good faith deposit of the sum of one thousand dollars (\$1,000.00) with the Court towards the settlement of the case as provided for in the said rule.

Said sum is attached hereto by way of First Bank certified check # 788872 dated September 5, 2007 paid to the clerk of court, Dillon County Court of Pleas. Upon approval of the Court, Defendant respectfully requests that the Clerk of Court duly issue Defendant a receipt for same.

The Court was previously notified on the case record that as a show of good faith, Defendant opened a private trust account for the stated purpose. As discussed in the attached Summary Status of the Case, it is now timely to make a deposit with the Court towards a settlement.

Pursuant to S.C.R.C.P. Rule 67, the attached Notice informs every other party of this action.

Respectfully submitted.

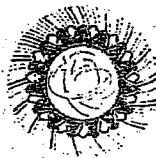
Dated: Dillon, S.C. September 5, 2007.

NOT FILED DUE TO  
SETTLEMENT  
ON SEPT. 18/07.

Gary Weaver, Defendant Pro Se

EXHIBIT "B"

**FIRST BANK**



**OFFICIAL  
CHECK**

788872

25-1554  
440



September 5, 2007

DD

REMITTER GARY W WEAVER

PAY TO THE ORDER OF CLERK OF COURT DILLON COUNTY, S.C.

\$\*\*\*\*\*1,000.00

ONE THOUSAND AND 00/100

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: HUNTINGTON NATIONAL BANK  
COLUMBUS, OH

DRAWER: FIRST BANK

FOR CASE# 2004-CP-17-232 SETTLEMENT DEPOSIT

*Haun B. Markle*

⑈788872⑈ ⑆044015543⑆0160010687455⑈

*Submitted Check to P.E.C paid.*

*BT*

EXHIBIT "C"

1253 Harllees Bridge Rd  
Dillon S.C. 29536  
Ph/Fax: 843 841 1606

October 15, 2007

Mr. Charles L.A. Terreni  
Chief Clerk/Administrator  
S.C. Public Service Commission  
P.O. Drawer 11649  
Colombia S.C. 29211  
Ph: 1803 896 5113; Fx: 1 803 896 5231

Dear Mr. Terreni:

Subject: Notarized Supplemental Memorandum to Request for  
Information on Change of Providers dated September 27, 2007

Ref: Progress Energy Petition No. 2004-219-E  
"Mutual Release" dated Sept. 18, 2007 by and between  
Progress Energy and the Undersigned.

Further to my request for information concerning the change of providers, I refer you to the "Mutual Release" (hereafter "Release") dated September 18, 2007. See **Exhibit A** hereto. Mr. Anthony filed a copy of the Release with the Commission according to the notice I received from your Office. Be advised that Progress Energy is in unilateral violation of the Release. A number of legal issues have arisen as a result. These relate to the "change of provider" issue, and other related regulatory matters.

The subject Release consists of two parts: **PART ONE** relates to collection of a consumer debt under the jurisdiction of the Dillon Court, which is subject to Federal and State Consumer Debt collection statutes and regulations. These issues are pending possible appeals to the upper courts should this case go to trial instead of being settled because of Progress Energy's bad faith breach of the terms of the Release. See attached exhibits documenting the utility's non compliance, and my compliance with these requirements..

**PART TWO** of the Release relates to administrative **regulatory matters** under the jurisdiction of the Public Service Commission. These issues are pending and have not yet been finally disposed of either administratively by the Commission's Hearing Officer, or on appeal by the Administrative Law Judge. Possible subsequent appeals to the Dillon

Court, and then the upper courts for flagrant violations of statutes and regulations are pending disposition of the Release.

In both venues any possible appeals will be based on the standards of clear errors of law, abuse of discretion, denial of due process, and constitutional issues, particularly relating to the so-called "doctrine of necessities" which is Progress Energy's only claim against me with respect to the legal action in the Dillon Court in the consumer debt collection lawsuit..

#### **PART ONE OF THE RELEASE**

Para. 1 and 2 of the Release provides for settlement of a consumer billing for electric power and consumer products and services and an illegal disconnect of power to Mr. Weaver on Dec. 21, 2001.

The alleged billing at that time was some \$3, 110.48, which was formally disputed by Mr. Weaver the alleged debtor. Mr. Weaver was the only party to the agreement with then C.P. & L for power. The service was in fact actually arranged on his behalf by the law office of Daniel H. Shine, Esq. The action filed with the Dillon Court of Pleas is for collection of an alleged debt. (The Commission was requested to take judicial notice of that action by both parties.)

**Para. One** of the settlement provides for two monthly payments of \$1,000.00 and one for \$1,110.48, each paid to the utility under a payment plan by Mr. Weaver who is liable alone for any alleged debt: As agreed, the first \$1,000 was duly paid by Mr. Weaver on September 19, 2007, the day after reaching the settlement agreement.

Pursuant to **Para 2** of the Release, a **security deposit** of \$177.00 stipulated by the Consumer Services Dept. of Progress Energy, was paid as agreed under the Release, on Sept. 26, 2007. The new Account No.221-185-1577 in the name of Beatrice Wallenstein was opened as agreed.

On October 2, 2007, **14 days** after the Release was executed, Progress Energy subsequently requested an Electrical Code Inspection by the Dillon County Building Code Dept. Following the fee payment of \$15.00 on Oct. 3, 2007, the said Dept. approved and authorized connection of electric power and duly notified Progress Energy on Oct. 4, 2007 at 10.41 a.m via telefax. Time being of the essence under the Release terms, the **14 day delay** in requesting the code inspection was either due to managerial



negligence or was deliberate. Both were harmful to me given my present **medical condition which was the only reason why I agreed to settle in the first place.** The delay was also inexcusable in that **on four separate occasions** between Sept. 18 and Oct. 2, 2007, Progress Energy representatives knew or should have known as professionals and should have given me timely notice of the Electrical Code inspection requirement, instead of deliberately delaying 14 days.

Pursuant to the Release, the electric power should have been connected by close of business on Friday, Oct. 5, 2007 as promised to me on Oct. 4, 2007 when I checked with the Progress Energy Consumer Service Dept. following notice of approval of the Building Code Dept. Electrical power to my residence was NOT provided as agreed and promised for Oct. 5, 2007.

Progress Energy has thus subjected itself to liability and damages under the doctrine of laches by negligently "sitting on its hands" for 14 days without justification, and negotiating in bad faith for the Release with "unclean hands" in the first place.

**In good faith, I have paid consideration pursuant to the Release totaling some \$1,192.00 in compliance with the Release and the Code inspection, plus attorney fees out of pocket, and no electricity has been provided in one month when it was supposed to be connected immediately on execution of the Release.**

**Thus, this consumer applies a late penalty of \$100.00 per day, for each and every day subsequent to Oct. 5, 2007, that electric power is not connected.** See attached notice to Progress Energy dated Oct. 5, 2007; **Exhibit B** hereto.

For the record, this consumer has complied with each and every condition of the Release under Para 1 and Para 2 relating to the connection of electricity following settlement of the alleged debt situation.

**Progress Energy has not complied, and is in bad faith breach of the Release agreement.** With false intentions and undue pressure the utility through its attorneys has committed **fraudulent inducement** in order for me to enter into the Release. It has deliberately, irresponsibly, and maliciously thwarted the intent of the settlement on my part. As I explained to Progress Energy, notwithstanding no liability on my part or Mr. Weaver's acknowledged liability for a disputed amount, I decided to settle simply because of the pressing need of electrical service due to my serious medical problems and

the impending major surgery scheduled for Sept, 20, 2007 two days after execution of the Release. Progress Energy's subsequent adverse actions and gross negligence has caused me severe and gross emotional distress, and other damages. A number of related legal issues were thus created for attention by the Dillon Court in the event Progress Energy does not timely perform its obligations under the Release, several of which are regulatory in nature.

## **PART TWO OF THE RELEASE**

Para. 3, 4 and 5 comprise Part Two of the Release relating to settlement of outstanding regulatory issues that remain under the present and future jurisdiction of the Commission. The issues under this part flow from four events:

1. The illegal disconnect of electric service to **1253 Harllees Bridge Rd**, and other regulation violations, on Dec. 21, 2001, executed under the direct supervision and orders of the Commission's then Executive Director, Mr. Gary Walsh engaging in illegal ex parte communications with Progress Energy staff and field employees.
2. My complaints to the Commission and O.R.S. filed since **spring 2004** relating to **1249 Harllees Bridge Rd**, Dillon. The complaints involved trespassing, incorrect meter reading, incompetent and poorly trained meter readers, agents employees and representatives without identification, not using the designated ingress/egress gate, improper billing, arbitrary and illegal change of property rate status from residential to small commercial; trespassing over 1253 Harllees Bridge Rd to reach 1249 Harllees Bridge Road with its own entrance and exit; etc. All of these numerous complaints were for violation of Commission regulations which the Commission and ORS have to date ignored.
3. Progress Energy's **two retaliatory frivolous and nuisance petitions** filed on or about June 30, 2004, and on or about August 3, 2004 with the Commission, on spurious and specious grounds (high grass, dogs, and meter readers); and
4. Progress Energy's filing a **Complaint** with the Dillon Court of Pleas on July 9, 2004 for collection of an alleged debt, and thus removing that issue

from the administrative jurisdiction of the Commission and subjecting itself to the jurisdiction of federal and state consumer debt statutes and regulations in the Dillon Court.

Note: The Release was the result of the settlement of the lawsuit before the Dillon Court. It was on the insistence of Progress Energy's attorney that the terms of the Release "marries" the administrative, regulatory issues of 2004, subject to the Commission's jurisdiction, with the consumer debt collection issues of December 2001, subject to the Court's jurisdiction. Progress Energy's Mr. Len Anthony wanted the regulatory issues settled as a condition of settling the alleged debt issues. However, under certain federal and state statutes and cases, that course may not be <sup>un</sup>enforceable and may be voidable. Nevertheless, under the doctrine of "exhaustion of administrative remedies" certain elements of the debt collection action may in fact be construed at the Court's discretion to devolve to the Commission for adjudication before submittal to the Dillon Court. See the separate Memorandum of Law and Argument to be submitted on these issues.

For the record, the 2004 frivolous and nuisance regulatory complaints filed by Progress Energy pertaining to the property located at 1249 Harllees Bridge Rd, are totally unrelated to the present Sept. 18, 2007 settlement of the alleged debt for consumer billing for electric power usage from 1994 to December 2001. The Complaint for debt was filed some three years after December 2001 in July 2004 relating to a property located at 1253 Harllees Bridge Road, under the jurisdiction of the Dillon Court.

The regulatory complaints were filed by me and Progress Energy in 2004. These relate to an adjacent property at 1249 Harllees Bridge Road. It is located some 300 feet distant from the 1253 address of the property where the alleged debt occurred in 2001; it is fenced off, with its own entrance/exit and postal address. These regulatory issues are subject to the jurisdiction of the Commission.

#### **Retaliation of Progress Energy**

As a result of my filing the complaints in spring 2004, Progress Energy's legal counsel, Mr. Len Anthony, retaliated against me and filed the action in the Dillon Court for an alleged consumer debt. He included me in the action claiming my liability for Mr. Weaver's alleged debt for electric power for the period 1994 through December 2001. This inclusion was incorrectly based under the obsolete, discriminatory and

unconstitutional “doctrine of necessities.” Mr. Anthony knew and should have known under the facts and circumstances of this case that the doctrine does not apply to me in this case, quite apart from the question of laches and the statute of limitations. Note that my Memorandum on these issues shall be submitted under separate cover as appropriate. It addresses the conduct of my complaint before the Commission/ORS and the Dillon Court.

Mr. Anthony (and the Commission) knew or should have known that the only signatory to the agreement executed in 1994 to provide electric power to 1253 Harllees Bridge Road, was that of the Shine Law firm acting solely for and on behalf of Mr. Weaver who is an entirely separate legal entity. When Mr. Weaver initiated the electric service I was absent thousands of miles away in Europe. Moreover, as for the “doctrine of necessities” at no time did Mr. Weaver ever refuse to pay a corrected amount, subject to reconciliation and validation of the account. These numerous requests were ignored on a number of occasions, and were documented for the record. On numerous occasions by letter, affidavit and verbally, Mr. Weaver accepted full responsibility and liability for any proven validated alleged debt amount with notice to the Commission.

Thus to conclude, the application of the “doctrine of necessities” is erroneous in my case. Only and solely had the signatory, in this case Mr. Weaver, refused to pay (a disputed account at that), could the creditor turn to me, and even in such a case, other related questions would arise.

To reiterate, Progress Energy’s second frivolous and nuisance petition to disconnect service at 1249 Harllees Bridge Road, was filed on spurious and fraudulent grounds.

**That petition as well as the Release request, are entirely unrelated to the settlement of the alleged consumer debt in the Dillon Court.**

Progress Energy’s Counsel Mr. Len Anthony, through his attorneys, took advantage of my debilitated condition and my concern about the impending surgery. Applying undue pressure on me they included the regulatory issues related to Progress Energy’s frivolous and nuisance petition before the Commission, into the settlement of the entirely unrelated disputed consumer debt issue before the Dillon Court, and thus “filled Mr. Anthony’s cup to over flowing” at my “expense” and continued suffering..

I signed the Release under undue pressure on September 18, 2007. I had major surgery scheduled on September 20, 2007, just two days later. As it happens, the surgery was postponed anyway. On the 25<sup>th</sup> of September I had an extremely severe and dangerous attack of hiatus hernia. This was the result of the post traumatic stress I suffered caused by the deposition forced on me because of the trial set for Oct. 2, 2007. I have not been well ever since.

Having executed the settlement Release on Sept. 18, 2007, before the ink was even dry, Mr. Anthony then proceeded to immediately and deliberately violate the terms of Para 1 and Para 2 of the Release. On the contrary, I fully complied with each and every condition as called for immediate attention.

The evidence shows that he has knowingly and deliberately stalled the connection of power to my residence since September 19, 2007 on one pretext after another. As of this date, he still has not connected electricity to my residence as agreed, one month later.

It is my personal experience over the past several years, that Progress Energy's Mr. Anthony's unethical, bad faith, and callous professional behavior stops at nothing, including his false statements, fabrications and misrepresentations to the Commission including his frivolous and nuisance petition to "disconnect in perpetuity" which he filed in 2004, and other violations of Commission/ORS regulations. The Commission (of course) has done nothing to protect this consumer's rights, and in fact has condoned Progress Energy's behavior, and as documented, the commission and ORS have themselves violated the statutes and regulations in order to favor and accommodate the utility.

**Change of Provider:** Knowing of Mr. Anthony's wicked ways, that border on legalistic "shyster" tactics, I requested and received Progress energy's consent for a change of provider as part of the settlement. The objective was to avoid further protracted harassment, rudeness and abuse, and damages, by the incompetence and negligence of the Progress Energy absentee staff in consumer services and management of its business in Dillon County. I can receive much better local consumer services amenities, and lower cost electric power from Marlboro Electric Cooperative which has a much better public reputation than Progress Energy.

### **Dismissals Under the Terms of the Release.**

Unlike the conditions stated in Part One of the Release calling for immediate action by both sides, the regulatory conditions cited in Part Two have no specific date/time limit for tolling implementation of the terms. This aspect was overlooked in the attorneys' haste to pressure me to execute the Release. Notwithstanding, it was and remains my good faith intention to comply with filing dismissals under Para 3 and Para. 4, of the Release subject to reciprocation from Progress Energy which has not yet been evidenced. Quite to the contrary, as noted above. My intended compliance with the Part Two regulatory component of the Release will comprise several steps.

First, I will formally apply for a change of provider at the appropriate time and in the appropriate manner following my receipt of the Commission's response to my informal request for the Commission's procedures in advance. In good faith, I timely initiated the process on September 27, 2007 with my letter of request for guidance by the Commission staff concerning this issue. That is what they are there for.

Hence this supplemental memorandum further explains the background and motive for the good faith inquiry respectfully submitted to the Commission on September 27, 2007.

#### **My inquiry is directed to the issue of Commission policy as follows:**

1. As to the statutes governing the change of providers;
2. Clarification of the consumer's role in this process, and
3. Progress Energy's apparent duplicity in breaking its agreements on any pretext including fraud; such as collecting funds under an agreement and then refusing to connect electricity as agreed for 30 days and counting.

**Accordingly, I want the Commission's guarantee in advance in writing to two issues:**

- a. **That it will approve the change of providers when I file the formal application with the Commission (already prepared and pending my receipt of the Commission's procedures in this particular Case); and**
- b. **That I shall have no complications of any kind from Progress Energy as specified in Para. 5 of the Release.**

Thus in summary, it is my request to the Commission that it declare **that upon my formal application**, it will approve the change of providers as provided for in the Para 5 of the Release, and as a matter of policy.

Any aspects concerning other consumers or rights that Progress Energy may have as to its proprietary interests as expressed in the said Para. 5., should be settled solely between the Commission and Progress Energy without hindrance to execution of the Release.

It is my objective to pre-empt any attempt by Progress Energy to use the Commission, over which it appears to exercises undue influence, to "weasel out of" its agreement in Para. 5 of the Release.

As noted it has already started to "weasel out" of its commitment to immediately connect electric power to my residence pursuant to Para. 1 and Para 2 of the Release. Based on past experience in dealing with Progress Energy's personnel, and the harassment and abusive dealings with the utility's consumer services staff, I do not trust Mr. Len Anthony or the company one iota.

Provided I receive the advance assurance requested in writing from the Commission, we can then proceed to address the requirements of Para 3 and Para. 4 of the Release relating to dismissal of to the outstanding regulatory and judicial matters before the Commission and the Dillon Court.

Once I get a firm Commission advance written committal containing its approval to the change of providers as requested, and acceptance is filed thereof by Progress energy, I shall then proceed to the dismissal of my claim which shall remain open and pending until that time. (See the letter dated October 16, 2007 from Mr. Gary Weaver, Respondent Pro Se in this case, addressing those issues).

**Meanwhile, I respectfully request the Commission for an uncommonly rare display of consumer protection to this S.C. consumer, for an order to Progress Energy to promptly connect the electric power to my residence at 1253 Harllees Bridge Road, Dillon County, pursuant to Para.1 & 2, of the Release, a copy of which Mr. Anthony has formally filed with your Office on Sept. 27,2007. Additionally, I request the Commission to issue an admonishment that failure to do so will subject**

**Progress Energy to sanctions. Said connection to remain in place until I become a consumer of an alternative provider as ordered by the Commission.**

The Commission's authority to order electric power connection is prima facie under Para 1 and Para 2 of the subject Release, given that I have complied with the terms and conditions stated therein.

**This request is also intended to comply and satisfy any claim by any party at any time, anywhere, as to my efforts for exhausting administrative relief and for mitigation, and that I am complying with Para. 3, 4, and 5 as stated above.**

**Conclusion and Follow-up.**

Based on my disappointing experiences in dealing with the Commission and the O.R.S. over the past few years, it appears to me that both entities operate under the undue influence of Progress Energy. It is a billion dollar, for profit, interstate utility that pays the Commission and ORS salaries by assessment and hence costs charged to the S.C. consumer through its rates. Partly that explains Len Anthony's attitude in dealing with customers and the regulatory agencies as discussed elsewhere.

Under separate cover, I shall place on record the numerous violations of State statutes and Commission/Ors Regulations committed in the processing of my case by the utility, with complete continuing and unwavering condonation and support of the Commission and ORS. In my communications with this government body, I have stated that it is one thing for a lawyer to use legalistic "shyster" tactics in representing his employer client; however, it is quite another for a public agency not only to condone such tactics, but to entirely fail its duty and its mandate to make any effort to protect the S.C. consumer. More on these aspects under separate cover.

Right now, it is the Commission's duty as a regulatory agency to ensure my electricity power supply, "the necessity of life" is provided for me without further delay.

Please be advised that the respective case dismissals provided for in the Release, will not be formally filed unless and until Progress Energy fully complies with all of its obligations cited in the Release, particularly Para 1 and Para 2 therein. See the separate letter from Mr. Weaver to be filed concerning these issues.

For the record and as further evidence for this and future or related cases, a copy of medical schedules and tests for my two cancer afflictions will be filed under separate




cover and must be handled as strictly private and confidential AND NOT FOR RELEASE, pursuant to related Federal and State statutes. Enclosed is the original copy of yet another **Certificate of Medical Necessity from Dr. Phil. Wallace, dated October 15, 2007**. On record for further reference, are also several exhibits which over the years, the Commission has refused to even consider.

To the best of my belief and understanding, the facts and events cited herein above, are true and correct and the attached exhibits are true and correct copies of the originals.

This supplemental memorandum is filed for the record and based on the records and files of this case. Please be so kind and distribute copies to any and all parties your Office deems necessary.

Respectfully submitted.

  
\_\_\_\_\_  
Beatrice Weaver, Respondent Pro Se

Cc: To all parties of interest by request of the Office of the Executive Director.

Att: Exhibits A-F; Copy of Medical Certificate.

Transmitted via telefax and U.S. Certificate of Mailing  
Confirmation copy for legal reference.

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO PRINT SIGNATURE LINE. HOLOGRAM AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

788947

25-1554  
440



October 18, 2007

OFFICIAL  
CHECK



FIRST BANK

REMITTER GARY W WEAVER

PAY TO THE ORDER OF  
DILLON COUNTY CLERK OF COURT

ONE THOUSAND AND 00/100

\$\*\*\*\*\*1,000.00

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: HUNTINGTON NATIONAL BANK  
COLUMBUS, OH

DRAWER: FIRST BANK

*Sam B. Standley*

Case 2004-CP-17-232 Settlement Payment

FOR

788947 104401554310160010687455

PO Box 7682  
Florence SC 29502  
**Ph/Fax: 843 841 1606**

Oct. 18, 2007

The Hon. Gwen T. Hyatt  
Clerk of Court, Dillon County  
P.O. Drawer 1220  
Dillon SC 29536

Dear Ms. Hyatt:

Subject: Recordation of Request to Make Deposit in Court Pursuant  
to Rule 67 SCRCF

Ref: Case No. 2004 CP-17-00232

Enclosed please find the subject Request for recordation, together with a letter addressed to The Hon. Judge James E. Lockemy, whom I believe has jurisdiction at this time.

Please mail me return a time stamped copy in the enclosed return stamped and addressed envelope.

Best Regards.

Sincerely,

Gary Weaver, Defendant Pro Se

Encl: Request for Deposit in Court  
Letter to The Hon. Judge James E. Lockemy

10/18/07	GARY W. Weaver	2004 CP 17-62232	DL	—	1000.00	CL	—
DATE	NAME	INDICTMENT NO.	REC'D BY	PREVIOUS BALANCE	RECEIPT AMOUNT	RECT CODE	BALANCE DUE

↑  
NOT VALID  
UNLESS  
INITIALED  
OR SIGNED

GWEN T. HYATT  
CLERK OF COURT  
P.O. BOX 1220  
DILLON, SOUTH CAROLINA 29536

RECEIPT CODES:  
1 - FINES  
2 - BONDS  
3 - RESTITUTION  
4 - MISC.

RETAIN THIS RECEIPT  
--- YOUR RECORD ---

RECEIVED BY DL